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Maple Grove, Minnesota Independent School District 279 School Board and Osseo Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 1212 (1991)

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Maple Grove, Minnesota Independent School District 279 School Board and Osseo Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 1212 (1991)

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INDEPENDENT SCHOOL DISTRICT 279 OSSEO AREA SCHOOLS



**TERMS AND CONDITIONS OF EMPLOYMENT
JULY 1, 1991 - JUNE 30, 1993**



**OSSEO FEDERATION OF TEACHERS
LOCAL 1212
AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

AGREEMENT

ON

"TERMS AND CONDITIONS OF EMPLOYMENT"

FOR 1991-92 AND 1992-93

BETWEEN
THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT 279
MAPLE GROVE, MINNESOTA

OSSEO FEDERATION OF TEACHERS
LOCAL 1212
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For Osseo Federation of Teachers

For Independent School District
279

Marilyn Koeske
President

Ken Chris Tensen
Chairperson

Lail L. Barnard
Chief Teacher Negotiator

Brian Hansen
Clerk

Charles Allen
Chief Teacher Negotiator

Richard D. Carlson
Chief Board Negotiator

Larry Seaver
Executive Director

Robert Olson
Director of Personnel

Dated this 3rd day of
December, 1991.

Dated this 3rd day of
December, 1991.

Addresses of Official Notice:

SCHOOL BOARD:

Office of the Superintendent of Schools
Independent School District 279
11200 - 93rd Avenue North
Maple Grove, Minnesota 55369

OSSEO FEDERATION OF TEACHERS

7420 Unity Ave. North #103
Brooklyn Park, MN 55443

TABLE OF CONTENTS

Article I - Purpose of Agreement	
Section 1. Parties.....	1
Article II - Recognition of Exclusive Representative	
Section 1. Recognition.....	1
Section 2. Appropriate Unit.....	1
Article III - Definitions	
Section 1. Terms and Conditions of Employment.....	1
Section 2. Teacher.....	1
Section 3. School Board.....	1
Section 4. Other Terms.....	1
Article IV - School District Rights	
Section 1. Inherent Managerial Rights.....	2
Section 2. Management Responsibilities.....	2
Section 3. Effect of Laws, Rules and Regulations.....	2
Section 4. Reservation of Managerial Rights.....	2
Article V - Teacher Rights	
Section 1. Right to Views.....	2
Section 2. Right to Join.....	3
Section 3. Dues Check-Off.....	3
Section 4. Fair Share Fee.....	3
Section 5. Credit Union Deductions.....	4
Section 6. COPE Deduction.....	5
Section 7. Open Files.....	5
Section 8. Seniority List.....	6
Article VI - Basic Schedules and Rates of Pay	
Section 1. 1991-92 Salary Schedule.....	6
Section 2. 1992-93 Salary Schedule.....	6
Section 3. Status of Salary Schedules.....	6
Section 4. Placement on Salary Schedule.....	6
Article VII - Extra Compensation	
Section 1. Extra-Curricular Schedule for 1991-93.....	9
Section 2. Compensation for Extra-Time for 1991-93.....	10
Section 3. Salaries for Department Chairpersons for 1991-93.....	10
Section 4. Salaries for Elementary Team Leaders for 1991-93.....	10
Section 5. Contract Teachers as Substitutes.....	10
Section 6. Early Retirement Severance Pay.....	10
Section 7. Minnesota State Deferred Compensation Program..	11
Article VIII - Group Insurance	
Section 1. Selection.....	12
Section 2. Eligibility.....	14
Section 3. Enrollment.....	14
Section 4. Claims Against the School District.....	14
Section 5. Duration of Insurance Contribution.....	14
Section 6. Insurance Program Eligibility in the Event of Early Retirement.....	14

Article IX - Leaves of Absence	
Section 1. Sick Leave.....	14
Section 2. Family Illness or Death.....	16
Section 3. Jury Service.....	17
Section 4. Personal Leave.....	17
Section 5. Sabbatical Leave for Study.....	18
Section 6. Child Care Leave.....	19
Section 7. Adoption Leave.....	21
Section 8. Organizational Leave.....	23
Section 9. Negotiation Leave.....	23
Section 10. Long-Term Leave.....	23
Section 11. Short-Term Leaves (Ten (10) Days or Less).....	24
Section 12. Peace Corps/Federal Program.....	24
Section 13. Religious Holiday Leave.....	25
Section 14. Extended Leave of Absence.....	25
Section 15. Unrequested Leave of Absence.....	26
Section 16. Eligibility for Leave and Absence Benefits.....	26
Article X - Part-Time and Hourly Rate Teachers	
Section 1. Health Insurance.....	26
Section 2. Life Insurance.....	26
Section 3. Supplemental Group Term Life Insurance.....	27
Section 4. Leaves of Absence.....	27
Section 5. Salary and Rates of Pay.....	27
Article XI - Hours of Service	
Section 1. Definitions.....	27
Section 2. Pupil Supervision.....	27
Section 3. Professional Responsibilities.....	27
Section 4. Duty Free Lunch Period.....	28
Article XII - Length of the School Year	
Section 1. Teacher Duty Days.....	28
Section 2. Modifications in Calendar, Length of School Day.....	28
Section 3. Meet and Confer.....	28
Article XIII - Grievance Procedure	
Section 1. Grievance Definition.....	28
Section 2. Representative.....	29
Section 3. Definitions and Interpretations.....	29
Section 4. Time Limitation and Waiver.....	29
Section 5. Adjustment of Grievances.....	30
Section 6. School Board Review.....	30
Section 7. Arbitration Procedures.....	31
Section 8. General.....	32
Article XIV - Duration	
Section 1. Terms and Reopening Negotiations.....	32
Section 2. Effect.....	32
Section 3. Finality.....	33
Section 4. Severability.....	33
Section 5. Savings Clause.....	33

Schedule A - 1991-92 Salary Schedule.....	34
Schedule B - 1992-93 Salary Schedule.....	35
Schedule C - 1991-93 Extra-Curricular Salary.....	36
I. Senior High Athletic Activities.....	36
II. Senior High Activities and Elementary Activities.....	37
III. Junior High Athletic and Non-Athletic Activities.....	39
IV. Building Computer Specialists.....	40
Schedule D - Compensation for Miscellaneous Assignments 1991-93.....	40
Schedule E - Salaries of Department Chairpersons/Elementary Team Leaders 1991-93.....	41

**ARTICLE I
PURPOSE OF AGREEMENT**

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School Board, and the Osseo Federation of Teachers, Local 1212, American Federation of Teachers, AFL-CIO, hereinafter referred to as the OFT, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for members of the Teacher Bargaining Unit, hereinafter referred to as teachers, during the term of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA, the School Board recognizes the OFT as the exclusive representative of teachers employed by the School Board of Independent School District 279. The OFT shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The OFT shall represent all teachers of the district as defined in this Agreement and in the PELRA.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the School Board's personnel policies affecting working conditions of the teachers. In the case of teachers, the term does not mean educational policies of the School Board. The terms in both cases are subject to the provisions of PELRA regarding the rights of public employers and the scope of negotiations.

Section 2. Teacher: The term "teacher" shall mean all persons in the appropriate unit employed by the school district in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, assistant superintendent, principals and assistant principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. School Board: For purposes of administering this Agreement the term "School Board" shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The School Board has the right and obligation to manage efficiently and conduct the operation of the School Board within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School Board. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V TEACHER RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Dues Check-Off: Teachers shall have the right to request dues checkoff for one local teacher organization of their selection.

Subd. 1. Authorization: Upon receipt of a properly executed authorization card of the teacher, the School Board shall deduct from the teacher's paycheck the dues which the teacher has agreed to pay to the teacher organization during the period provided in said authorization. Such authorization card may be filed at any time with the payroll department and deductions will begin no later than the second pay period following the date the authorization card is filed.

Subd. 2. Term of Authorization: The authorization card for dues deduction as agreed upon between the OFT and the School Board shall be provided by the School Board. Authorization cards will be filed with the payroll department by the teacher organization and shall continue in effect until revoked by the teacher on a form provided by the School Board. Such revocation form shall be delivered to the payroll department by the teacher by certified mail. Such revocation shall be submitted at least thirty (30) days in advance of such revocation. A copy of any revocation shall be forwarded to the president of the appropriate local teacher organization.

Subd. 3. Notification: At least sixty (60) days prior to the beginning of the school year, each teacher organization shall give written notification to the payroll department of the school district of the amount of its dues which are to be deducted from each teacher in that school year under such authorizations. The amount of deductions for such dues shall not be subject to change during the school year.

Subd. 4. Schedule of Deductions: Such deductions shall be made in equal installments. The number of equal installments shall be sixteen (16), beginning on October 5 and ending on May 20. For continuing authorizations, the number of equal installments shall be sixteen (16), subject to Subd. 2 of this section. The School Board shall forward each pay period, such dues deducted the previous pay period along with a list of the names of teachers from whom deductions were made, to the treasurer of the appropriate local teacher organization.

Section 4. Fair Share Fee: In accordance with PELRA, any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be in an

amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

Subd. 1. Authorization: The exclusive representative shall provide written notice of the amount of the fair share fee assessment and a list of individuals to be assessed to the Director of the Bureau of Mediation and the School Board (payroll department). Each teacher to be assessed the fair share fee will also be notified in writing.

Subd. 2. Challenge: A challenge by a teacher or by a person aggrieved by the assessment shall be filed in writing with the Director of the Bureau of Mediation, the School Board, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School Board shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School Board pending a decision by the Director of the Bureau of Mediation, PERB, or court. Any fair share challenge shall not be subject to the grievance procedure.

Subd. 3. Claims Against the School Board: The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School Board harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of negligence of the OFT in the deduction of the fair share fee specified by the exclusive representative as provided herein.

Subd. 4. Schedule of Deductions: Deductions shall be made in fourteen (14) equal installments beginning on November 5th and ending on May 20th.

Section 5. Credit Union Deductions: Teachers shall have the right to request payroll deductions for one of two credit unions selected by the OFT Negotiations Council.

Subd. 1. Authorization: Upon receipt of properly executed authorization card of the employee, the School Board shall make the designated deduction per paycheck. However, in no event shall the authorized amount cause a net payroll check of less than eighty-five dollars (\$85) to be written.

Subd. 2. Terms of Authorization: Authorization cards will be filed with the payroll department by the teacher and shall continue in effect until revoked by the employee on a form provided by the

School Board (payroll department). Application for credit union deduction shall be accepted at any time with change in payment reflected as soon as is practicable, but within forty-five (45) days.

Section 6. COPE Deduction: Teachers shall have the right to request a payroll deduction as a method of contributing to the OFT COPE.

Subd. 1. Authorization: Upon receipt of a properly executed authorization card of the employee, the School Board will make the designated deduction per paycheck.

Subd. 2. Terms of Authorization: Authorization cards will be filed with the payroll department by the teacher and shall continue in effect until revoked by the employee on a form provided by the School Board (payroll department). Application for COPE deduction shall be accepted at any time with change in payment reflected as soon as is practicable, but within forty-five (45) days.

Subd. 3. Schedule of Deductions: Deductions shall be made in eighteen (18) equal installments beginning on September 5th and ending on May 20th.

Section 7. Open Files:

Subd. 1. All individual teacher evaluations and individual teacher files generated within the school district shall be available to the teacher during regular school district hours upon the teacher's request in accordance with Minnesota Statutes.

Effective January 1, 1976, all evaluations and files wherever generated, relating to the individual teacher, shall be available to the individual teacher upon the employee's request.

Subd. 2. Such request shall be made to the personnel department. The personnel department shall schedule an appointment for the teacher to review the teacher's file and shall notify the teacher of such appointment.

Subd. 3. The teacher and a personnel department representative shall document the file content before the teacher is given the file for review. All such reviews shall take place in the personnel office. The teacher and personnel department representative shall document the contents of the file at the termination of the review.

Subd. 4. The teacher shall have the right to a copy of any of the contents of his/her files at the teacher's expense.

Subd. 5. The teacher may submit for inclusion in his/her file a written response to any material contained in such file.

Subd. 6. The School Board may destroy such files as provided by law.

Section 8. Seniority List:

Subd. 1. The School Board shall annually cause a seniority list (by name, date of employment, qualification and subject matter or field) to be prepared from its records. It shall, thereupon, post such list in an official place in each school building of the school district, no later than December 15th of each year.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School Board and the order of seniority in said list shall have fifteen (15) work days from the date of posting to supply written documentation, proof and request for seniority change to the School Board.

Subd. 3. Within fifteen (15) work days thereafter, the school district shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School Board deems warranted. A final seniority list shall thereupon be prepared by the School Board, which list as revised shall be binding on the school district and any teacher.

ARTICLE VI BASIC SCHEDULES AND RATES OF PAY

Section 1. 1991-92 Schedule: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period July 1, 1991 through June 30, 1992.

Section 2. 1992-93 Salary Schedule: The wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the period July 1, 1992 through June 30, 1993.

Section 3. Status of Salary Schedules: The salary schedules shall not be construed as part of a teacher's continuing contract. In the event a successor agreement is not entered into prior to the commencement of school in 1993, a teacher shall be compensated according to the last individual contract executed between the teacher and the school district until such time that a successor agreement is executed. A teacher's advancement is subject to the right of the School Board to withhold increments, lane changes, or other salary increases for good and sufficient grounds. A teacher's advancement shall not be withheld unless the teacher shall have failed to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.

Section 4. Placement on Salary Schedule: The following rules shall be applicable in determining placement of teachers on the appropriate salary schedules.

Subd. 1. Horizontal Lane Movement: These training requirements pertain to the classification listed in Subd. 2.

a. Horizontal movement on the teacher salary schedule due to change in approved professional training, will be recognized for pay on

the beginning of the work year and February 1 of each school year. For purposes of horizontal lane movement, February 1 shall be construed to be one-half (1/2) of the school year. Teachers will submit a "Change of Status" request to personnel by October 1 for approved training completed by the beginning of the work year and by March 1 for approved training completed by February 1. A transcript verification must accompany the request for change. Requests submitted after the above mentioned dates will delay the change of status to the next scheduled recognition date.

- b. Credits earned for horizontal movement on the teacher salary schedule may consist of graduate credits from an approved graduate institution or Independent School District 279 board credits. An approved graduate institution is one that has an accredited program and grants an M.A., M.S., or M.Ed. in education. A board credit is a generic term for prior approved activities granted for non-college courses, committee service, task force work, and other participation as defined in the Guidelines for Professional Growth. Graduate credits, board credits, and/or graduate programs used for horizontal movement below the M.A. shall be related to the field(s) in which the teacher is currently teaching and must have prior written approval of the director of personnel. Graduate credits, board credits, and/or graduate programs used for horizontal movement at M.A. and above the M.A. shall be in the field the teacher is currently doing a majority of teaching.
- c. Prior approval must be obtained for the master's degree in the teaching field classification. This written approval of the graduate program should be obtained as soon as possible. However, not more than fifteen (15) graduate credits may be applied toward this classification without prior program approval of the director of personnel.
- d. Board credits shall be recommended to the director of personnel by the Professional Growth Committee. Such board credits shall be approved by the director of personnel prior to these courses being taken. Board credits used for horizontal lane movement on the teacher's salary schedule below the master's level shall be related to the field(s) in which the teacher is currently teaching. Board credits used for horizontal lane movement above the master's level must be in the field in which the teacher is currently teaching. Board credits require written prior approval from the personnel department.
- e. Fifteen (15) credits are required for a lane change. A minimum of nine (9) approved graduate credits is required for a lane change. Board credits may be granted to a maximum of six (6) credits. Teachers serving on Top Priority Activities, Special Project Committees and district Task Force Committees shall receive one (1) board credit for each ten (10) hours of participation. Classifications attained prior to June 30, 1979, shall not be affected by this provision. However, all

classification changes from July 1, 1979, shall be so governed. Classifications attained prior to June 30, 1975, shall not be affected by this provision. Classifications attained between July 1, 1975 and June 30, 1979, shall not be affected by this provision.

- f. Teachers who are involuntarily transferred as a result of the process commonly referred to as "stranding," who have attained Salary Classification's V thru VIII, shall maintain their classification and all the benefits thereof.
- g. No board or graduate credit will be recognized for horizontal lane movement when district funds have been expended (i.e., salaries, substitutes, and registration fees).
- h. Effective January 1, 1993, board or graduate credits earned prior to the granting of a master's degree cannot be used for horizontal lane movement beyond the master's degree.

Subd. 2. Classification of Salary Schedule:

- a. Classification I - Bachelor's Degree: Completion of a four (4) year course with the granting of a degree such as B.A., B.S., B.E., or a degree of equal value.
- b. Classification II - Bachelor's Degree plus fifteen (15) prior approved credits as defined in Subd. 1b and 1e above: Completion of a four (4) year course with the granting of a degree, plus fifteen (15) prior approved credits as defined in Subd. 1b and 1e above in the individual's teaching field or in an immediately related subject.
- c. Classification III - Bachelor's Degree plus thirty (30) prior approved credits as defined in Subd. 1b and 1e above: Completion of a four (4) year course with the granting of a degree, plus thirty (30) prior approved credits as defined in Subd. 1b and 1e above in the individuals teaching field or in an immediately related subject.
- d. Classification IV - Master's Degree with major not in teaching field: B.A. plus forty-five (45) prior approved credits as defined in Subd. 1b and 1e above in teaching field, or in an immediately related subject or fifth year program. Fifth year programs completed in special areas of instruction, such as programs for educable and trainable children, and teachers having accreditation and certification from the National Corrective Therapy Association and also are assigned in the area of Adaptive Physical Education. These programs must receive approval of the superintendent of schools before placement on the schedule. A master's degree earned under an alternative licensure program (example: M.A., M.S., M.Ed., in teacher preparation) which results in the granting of an initial teacher license would be considered in this classification.

- e. Classification V - Master's Degree in the teaching field: Completion of graduate work with the granting of a degree, such as M.S., M.A., M.E., or a degree of equal value. The Master's Degree major must be in the field in which the teacher is now doing his/her teaching. Master's Degree programs in special education and guidance/counseling shall be considered in this field.
- f. Classification VI - Master's Degree in the teaching field plus fifteen (15) prior approved credits as defined in Subd. 1b and 1e above in the teaching field: Completion of graduate work with the granting of a degree, such as M.S., M.A., M.E., or a degree of equal value, plus fifteen (15) prior approved credits as defined in Subd. 1b and 1e above in the teaching field.
- g. Classification VII - Master's Degree in the teaching field plus thirty (30) prior approved credits as defined in Subd. 1b and 1e above in the teaching field: Completion of graduate work with the granting of a degree, such as M.S., M.A., M.E., or a degree of equal value plus thirty (30) prior approved credits as defined in Subd. 1b and 1e above in the teaching field.
- h. Classification VIII - Master's Degree in the teaching field plus forty-five (45) prior approved credits as defined in Subd. 1b and 1e above in the teaching field: Completion of graduate work with the granting of a degree, such as M.S., M.A., M.E., or a degree of equal value, plus forty-five (45) prior approved credits as defined in Subd. 1b and 1e above in the teaching field, or Specialist's Degree in the teaching field. Level II certified social workers who have been assigned to that position shall be placed in this classification.
- i. Credits referred to in this section are quarter-hour credits. One (1) semester-hour credit is equivalent to 1-1/2 quarter-hour credits.

Subd. 3. Increment Advancement:

- a. Any faculty member changing from non-degree status to the B.A. degree lane shall be placed on Step 8 of that lane.
- b. The School Board shall grant advancement on the salary schedule for teaching experience effective at the beginning of the work year, subject to the conditions as stated in Article XIV, Duration. A minimum of one (1) full semester's teaching in this district in any year of teaching shall be required to qualify for a year's experience. Exceptions to increment increases shall comply with Minnesota Statutes.

**ARTICLE VII
EXTRA COMPENSATION**

Section 1. Extra-Curricular Schedule for 1991-93: The wages and salaries reflected in Schedule C attached hereto, shall be a part of this Agreement.

Subd. 1. Assignment to Extra-Curricular Activities: As defined in the PELRA, teachers may apply for and/or be assigned by the administration as advisors, sponsors, or coaches of the activities listed in Schedule C. When an opening exists, qualified volunteers within the building will be given consideration before an assignment is made. Payments as reflected in Schedule C shall be made separate and apart from the basic salary schedule.

Section 2. Compensation for Extra Time for 1991-93: The wages and salaries reflected in Schedule D, attached hereto, shall be a part of this Agreement.

Subd. 1. Assignment to Extra Time Duties: As defined in the PELRA, teachers may apply for and/or be assigned by the administration to the extra time duties listed in Schedule D which requires work beyond the regular school year or the regularly assigned week. Payments as reflected in Schedule D, shall be made separate and apart from the basic salary schedule.

Section 3. Salaries for Department Chairpersons for 1991-93: The wages and salaries reflected in Schedule E attached hereto, shall be a part of this Agreement.

Subd. 1. As defined in the PELRA, teachers may apply for and/or be assigned by the administration as department chairpersons. Payments, as reflected in Schedule E, shall be made separate and apart from the basic salary schedule.

Section 4. Salaries for Elementary Team Leaders for 1991-93: The wages and salaries reflected in Schedule E attached hereto, shall be a part of this Agreement.

Subd. 1. As defined in the PELRA, teachers may apply for and/or be assigned by the administration as team leaders. Payments as reflected in Schedule E shall be made separate and apart from the basic salary schedule.

Section 5. Contract Teachers as Substitutes: A secondary school contract teacher may be assigned by the principal to teach during his/her preparation time. These assignments will only be made in an emergency or when a regular substitute teacher is not available. The teacher will be paid pro rata at the substitute rate of pay.

Section 6. Early Retirement Severance Pay:

Subd. 1. Full-time teachers who have completed at least fifteen (15) years of continuous service with the school district, who are at least fifty-five (55) years of age, shall be eligible for early retirement severance pay pursuant to the provisions of this section upon submission of written resignation accepted by the School Board, provided that such notification is given prior to April 1.

Subd. 2. This section shall apply only to teachers whose service has been full-time as defined by this Agreement and whose service began prior to July 1, 1990. For teachers whose employment began after this date, the provisions of this section will not be applicable.

Subd. 3. A teacher shall be eligible to receive as severance pay, upon his/her early retirement, the amount obtained by multiplying eighty-two percent (82%) of his/her unused number of sick leave days, but in any event not to exceed one hundred twenty-three (123) days times his/her daily rate of pay, subject to the proration formula by age as provided in Subd. 5.

Subd. 4. In applying these provisions, a teacher's daily rate of pay shall be in the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

Subd. 5. A teacher shall be eligible for early retirement severance pay as defined and limited in Subd. 3, according to the following schedule relating to the employee's age at the end of the school year in which early retirement occurs.

Age	55.....100%
	56.....95%
	57.....90%
	58.....85%
	59.....70%
	60.....55%
	61.....40%
	62.....30%
	63.....20%
	64.....10%
	65.....0%

Subd. 6. Severance pay shall be paid by the school district according to a schedule that is mutually agreed upon by the teacher and the School Board at the time of retirement and shall not be granted to any teacher who is discharged by the school district.

Section 7. Minnesota State Deferred Compensation Program: Effective July 1, 1991, in accordance with Section 457 of the Internal Revenue Code and M.S. 352.96 and M.S. 356.24, the School Board will match the contribution of a teacher who has attained Step 10 status to an amount not to exceed \$240, annually, (the teacher contract year) toward the Minnesota State Deferred Compensation Program. Effective July 1, 1991, in accordance with Section 457 of the Internal Revenue Code and M.S. 352.96 and M.S. 356.24, the School Board will match the contribution of a teacher who has attained Step 12 status to an amount not to exceed \$300, annually, (the teacher contract year) toward the Minnesota State Deferred Compensation Program. Effective July 1, 1991, in accordance with Section 457 of the Internal Revenue Code and M.S. 352.96 and M.S. 356.24, the School Board will match the contribution of a teacher who

has attained Step 21 status to an amount not to exceed \$360, annually, (the teacher contract year) toward the Minnesota State Deferred Compensation Program. To be eligible for this provision, a teacher must have attained Step 10 status, or above, on the basic salary schedule (A or B) contained herein. Participation in this plan shall be voluntary and will be governed by the policies and guidelines as defined in the state plan.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection: The selection of insurance carriers and policies shall be made by the School Board.

Subd. 1. Health and Hospitalization Insurance:

- a. Single Coverage: Effective July 1, 1991, the School Board will pay the sum of \$114.09 per month, which represents full premium for individual coverage for each full-time teacher employed by the School Board who qualifies for and enrolls in the School Board's basic group health and hospitalization plan. Effective July 1, 1991, the School Board will also pay up to an additional \$2.00 per month towards the premium for individual coverage for those teachers enrolled in the district's designated health maintenance organization (HMO). Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.
- b. Family Coverage:
 1. (Employee + 2): Effective July 1, 1991, the School Board shall contribute \$281.20 per month which represents seventy-five percent (75%) of the premium cost for family coverage for each full-time teacher employed by the School Board who qualifies for and enrolls in the school district's basic group health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.
 2. (Employee + 1): Effective July 1, 1991, the School Board shall contribute \$182.76 per month which represents seventy-five percent (75%) of the premium cost for employee + 1 dependent coverage for each full-time teacher employed by the School Board who qualifies for and enrolls in the school district's basic group health and hospitalization plan and who qualifies for dependent coverage. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.
 3. When an employee and his/her spouse are both employed by the school district and are eligible for the school district's basic group health/hospitalization plan, one employee will be provided the contribution for family (employee + 2)

coverage in the basic plan. Additionally, in the event both employees enroll in the same hospitalization dependent plan, full premium for individual coverage of the basic plan will be credited toward the premium cost of the family/dependent plan elected by the employees. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

- c. HMO: Beginning July 1, 1978, a teacher may apply the actual monthly contribution made by the employer for health and hospitalization insurance as designated in Subd. 1a and 1b above, toward the district designated health maintenance organization (HMO). Except as provided for in Subd. 1a above, under no circumstances will the amount contributed for the HMO plan exceed the contribution for the district's basic health/hospitalization plan. The additional cost of the HMO premium will be borne by the teacher and paid by payroll deduction.
- d. Teachers who have qualified for long-term disability insurance and who previously qualified for the district's health and hospitalization insurance benefits shall have these benefits maintained for a period of one (1) year from the date of disability. Thereafter, these benefits will be available to the teacher at his/her expense.

Subd. 2. Group Term Life Insurance: The School Board shall pay the sum of \$2.04 per year which represents full premium for each \$1,000 coverage for group term life insurance for all full-time teachers employed by the School Board who qualify for and enroll in the existing group term life insurance plan of the School Board. Full-time teachers who qualify and enroll will be covered by the group term life insurance to the extent of one (1) times base annual salary calculated to the nearest \$500. Any additional cost of the premium shall be borne by the teacher and paid by payroll deductions.

Subd. 3. Supplemental Group Term Life Insurance: Full-time teachers shall have the option, subject to the conditions established by the School Board's carrier for group term life insurance as provided in Subd. 2, to purchase supplemental group term life insurance in the amounts of either \$50,000 or \$75,000.

Subd. 4. Long-Term Disability Income Protection: The School Board shall pay the full premium of \$6.12 per year per \$1,000 for teacher coverage in the existing long-term disability income protection plan of the School Board for all full-time teachers employed by the School Board who qualify for and enroll in such coverage. This coverage shall apply to base annual salary.

Subd. 5. Dental Insurance:

- a. Single Coverage: The School Board shall pay a sum of \$17.55 per month which represents full premium for individual coverage for

each full-time teacher who qualifies for and enrolls in the school district's group dental insurance plan. Any additional cost of the premium shall be borne by the teacher and paid by payroll deduction.

- b. Family Coverage: The premium cost of the family/dependent coverage for each full-time teacher who qualifies for and enrolls in the school district's group dental insurance plan and who qualifies for family/dependent coverage shall be paid in total by the teacher and paid by payroll deduction. Whether the district offers family/dependent coverage is subject to the conditions as established by the carriers.

Section 2. Eligibility: Full-time contract teachers who are paid under Schedules A and B are eligible for group insurance. Those contract teachers working thirty-two (32) or more hours per week shall be considered full-time for purposes of eligibility for group insurance. Qualifications shall include those established by the School Board and the carrier of the coverage.

Section 3. Enrollment: All teachers qualifying shall enroll for such coverages in accordance with the procedures established by the School Board.

Section 4. Claims Against the School District: It is understood that the School Board's obligation is to purchase an insurance policy and pay such amount as agreed to herein and no claim shall be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: A teacher is eligible for School Board contributions as provided in this Article as long as the teacher is employed by the School Board. Upon termination of employment, all School Board participation and contribution shall cease, effective on the last working day of the month in which employment terminates.

Section 6. Insurance Program Eligibility in the Event of Early Retirement: A teacher who retires prior to age sixty-five (65) is eligible to participate in the health/hospitalization and dental plans but must pay the entire premium for the plans selected. The right to continue participation in such plans, however, will be in accordance with conditions of the carrier and/or until they qualify for coverage under another program.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time teachers shall be credited at the beginning of the school year with twelve (12) days sick leave per year.

Subd. 2. Unused sick leave days may accumulate to a maximum of 150 days of sick leave per teacher which will be determined at the end of a given school year. Such accrual shall be non-retroactive.

Subd. 3. Sick leave with pay shall be allowed by the School Board whenever a teacher's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days during the regular school year, provided that the teacher has unused sick leave at the time of such absence. A maximum of two (2) days accrued sick leave for personal illness only may be used during summer school teaching, at the option of the teacher. Utilization of sick leave is one (1) day for two sessions and one-half (1/2) day for one session.

Subd. 4. A teacher may utilize available sick leave, subject to the provisions of this section and section 6 hereof, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such a teacher shall notify the director of personnel in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and also at such time shall provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement. "The definition of disability shall be as reasonably determined by a licensed physician."

Subd. 5. If there is a question as to the eligibility of a teacher for sick leave, the School Board reserves the right to verify the illness within thirty (30) days after receipt of the employee absence card. In the event that a medical certificate will be required, the teacher will be so advised by the School Board. The OFT will receive a copy of any request for verification.

Subd. 6. Sick leave allowed shall be deducted from the teacher's accrued sick leave days.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form provided by the School Board.

Subd. 8. Any days used in excess of the number of days of sick leave accrued will be deducted from the teacher's salary for the pay period during which the absence not covered by sick leave occurred.

Subd. 9. Utilization of Sick Leave Benefits during Absences Covered by Workers' Compensation and/or Long-Term Disability.

- a. Upon the request of a teacher who is absent from work as a result of a compensable injury incurred in the service of the School Board under the provisions of the Workers' Compensation Act and/or an absence covered by the School Board's long-term disability insurance, the School Board will pay the difference between the compensation received pursuant to the Workers' Compensation Act and/or LTD by the teacher and the teacher's base rate of pay to the extent of the teacher's earned accrual of sick leave.

- b. A deduction shall be made from the teacher's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement workers' compensation and/or LTD payments.
- c. Such payment shall be paid by the School Board to the employee only during the period of disability.
- d. In no event shall the additional compensation paid to the teacher by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.
- e. A teacher who is absent from work as a result of an injury compensable under the Workers' Compensation Act and/or an absence qualifying the teacher for LTD payments who elects to receive sick leave pursuant to this policy, shall submit his/her worker's compensation check and/or LTD payment, endorsed to the School Board prior to receiving payment from the school district for this absence.

Subd. 10. Extended Illness Sick Leave Pool: The School Board agrees to maintain an extended illness sick leave pool from which a maximum of three-hundred (300) days may be used, districtwide, from the pool, in any one year.

Section 2. Family Illness or Death:

Subd. 1. Full-time teachers shall be granted up to but not to exceed five (5) days for absence due to death of each member of the teacher's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren and guardian. Such absences shall be deducted from accrued sick leave. If the teacher does not have sufficient accrued sick leave the cost of the substitute rate of pay shall be deducted from the teacher's salary. Additional absence, but not to exceed five (5) additional days may be granted with the full cost of substitute rate of pay to be deducted from the teacher's salary. In no case shall this additional period exceed five (5) days and such additional absence will not be deducted from accrued sick leave. Exceptions to the immediate family designations may be granted with approval of the School Board.

Subd. 2. Absence due to the death of a family member, not listed as immediate family or close friend shall be limited to one (1) day per year. Such absence will be deducted from accrued sick leave. If the teacher does not have sufficient accrued sick leave, the cost of a substitute rate of pay shall be deducted from the teacher's salary.

Subd. 3. Teachers may be granted up to four (4) days absence per year upon approval of the School Board, for illness in the teacher's or spouse's immediate family as defined in Subd. 1. These days shall be deducted from accrued sick leave. If the teacher does not

have accrued sick leave, the cost of a substitute rate of pay shall be deducted from the teacher's salary.

Section 3. Jury Service: A teacher summoned to jury duty will be granted time off with pay.

Subd. 1. Teachers who receive a summons are to notify the personnel office immediately of the proposed dates of service.

Subd. 2. Teachers who receive a stipend for jury service are to reimburse the school district for the amount received, minus the mileage allowance if they were on jury duty during school time.

Subd. 3. Teachers will have no loss of pay as a result of jury duty if the provisions of Subdivisions 1 and 2 are met. Failure to do so will result in a cost of sub deduct.

Subd. 4. When the School Board is a party in a litigation, and a teacher of the school district appears at the request of the School Board or as co-defendant in a case against the School Board, the teacher shall be entitled to his/her pay and no deduction of any leave provision shall be charged to the teacher.

Section 4. Personal Leave: A full-time teacher may be granted a leave, at the discretion of the School Board, of no more than one (1) day per year, accumulative to three (3) days, for business or critical personal situations that arise requiring the teacher's personal attention which cannot be attended to when school is in session and which are not covered under other provisions of this Agreement. In no event shall a full-time teacher be eligible to use, without loss of pay, more than three (3) personal leave days in any given year.

Subd. 1. Requests for personal leave must be made in writing to the building principal and superintendent or his/her designee at least three (3) days in advance, except in event of emergencies. The request need not state the reason for the personal leave day, but shall state that the day will be used to meet a critical personal situation which will not be of a recreational nature.

Subd. 2. The School Board reserves the right not to grant such leave if, under the circumstances, the School Board determines that such leave shall not be granted. All leaves must have prior approval, but at no time shall more than one and one-half percent (1-1/2%) of the teachers be granted personal leave.

Subd. 3. A personal leave day shall not normally be granted for the day preceding or the day following holidays or vacations, on a workshop day, and the first and last day of the student school year. A request submitted for leave at these times shall clearly state the reasons.

Subd. 4. Two (2) additional days under the provisions of this section may be granted, with the deduction of a substitute rate of pay.

Section 5. Sabbatical Leave for Study:

Subd. 1. A maximum of one (1) year or two (2) semesters, or three (3) quarters, may be granted to full-time teachers for the purpose of professional improvement through study, subject to the conditions established by the School Board. The minimum length of time which may be granted for a sabbatical leave is one (1) quarter. A sabbatical leave shall not be granted for more than an accumulative total of one (1) year to any teacher in the school district during the duration of his/her service.

Subd. 2. Upon returning from a sabbatical leave of less than one (1) year, a teacher will not be eligible for another sabbatical leave until he/she has completed one (1) calendar year of service in the district. Eligibility determination will be based upon the date of return to service.

Subd. 3. To be eligible for sabbatical leave, a teacher must have completed seven (7) years of employment in the school district.

Subd. 4. Sabbatical leave for study shall be limited to teachers centering their study in their areas of major concentration and shall not be used for retraining in a new area except at the request of the administration. The proposed program of study must be approved in advance by the superintendent of schools.

Subd. 5. Applications for full-year sabbatical leaves shall be submitted in writing to the superintendent at the earliest possible date, but in no case shall this be after April 1, prior to the school year in which the leave is taken. Applications for sabbatical leaves of less than a full year must be submitted in writing to the superintendent at least three (3) months prior to the beginning date of the sabbatical leave being sought.

Subd. 6. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the school district including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 7. The number of teachers on sabbatical leaves shall be limited to one and one-half percent (1-1/2%) of the full-time teachers of the school district.

Subd. 8. If the number of requests for sabbatical leave exceeds the limitation, priority shall be given on the basis of length of service, contribution to the school system, and the equitable distribution of leaves among the various departments of school service. The granting of sabbatical leave, however, is purely within the discretion of the School Board and the School Board reserves the right to refuse to grant any and all sabbatical leaves if, in the judgment of the School Board, such leaves should not be granted.

Subd. 9. The allowance granted to a teacher on sabbatical leave shall be based on one-half (1/2) the base contract salary of the individual for the school term during which the leave takes place. However, upon request from the teacher on sabbatical leave, the School Board will pay seventy-five percent (75%) of the base contract salary during the school term in which the leave takes place. In the term following the sabbatical leave, twenty-five percent (25%) of the previous school term's base contract salary will be deducted from the teacher's new base contract salary.

Subd. 10. A teacher who is granted a sabbatical leave of one (1) school year must pledge himself/herself to teach in Independent School District 279 schools for two (2) full years following the termination of the leave. A teacher granted a sabbatical leave of less than one (1) year must pledge himself/herself to teach in Independent School District 279 schools for one (1) full year following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of the time period as stated above, he/she shall pay back to the School Board the pro rata part of the sabbatical allowance.

Teachers granted sabbatical leave shall enter into a written agreement with the School Board for the repayment of monies and benefits paid by the school district for the teacher's noncompliance with this section.

Subd. 11. Upon expiration of the sabbatical leave, the individual shall have the privilege of returning to the position held prior to the leave.

Subd. 12. The procedure for applying for sabbatical leave and for determining the distribution of such leave shall be established by the superintendent.

Subd. 13. A year of sabbatical leave shall not be counted as a year of experience on the salary schedule.

Section 6. Child Care Leave:

Subd. 1. A teacher may be granted a child care leave of absence according to the procedures outlined in this section. This leave shall be granted to one (1) parent of a newborn child provided such parent is caring for the child on a full-time basis.

Subd. 2. A teacher making application for child care leave shall inform the director of personnel in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical

disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The effective beginning date of such leave and its duration or resignation if the teacher so elects, shall be determined by the director of personnel and submitted to the School Board for its action. In recommending the date of commencement and duration of the leave or the effective date of commencement and duration of the leave or the effective date of the resignation, the director of personnel shall review each case on its individual merits taking into consideration the following:

- a. The continuity of the instructional program for students. Child care leave dates should normally coincide with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year or the like
- b. The request of the teacher
- c. The specific employment duties of the teacher involved
- d. The health and welfare of the teacher or unborn child
- e. The recommendation of the teacher's physician

Subd. 5. In making a determination under Subd. 3 concerning the commencement and duration of a child care leave of absence or resignation, if the teacher elects to resign, the School Board may, but shall not in any event be required to:

- a. Grant any leave more than twelve (12) months in duration
- b. Permit the teacher to return to employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the teacher and the School Board

Subd. 6. If the teacher complies with all provisions of this section and a child care leave is granted by the School Board, the School Board shall notify the teacher in writing of its action.

Subd. 7. Interruption of pregnancy will terminate the child care leave. The personnel department may require in all cases forty-five (45) days notice to return.

Subd. 8. A teacher returning from child care leave shall be re-employed in a position for which the teacher is qualified commensurate with a position occupied prior to the leave, subject to the following conditions:

- a. That the position has not been abolished pursuant to M.S. 125.12

- b. That the teacher is not physically or mentally disabled from performing the duties of such position

Subd. 9. Failure of the teacher to return pursuant to the date determined in this section may constitute grounds for termination in the school district pursuant to M.S. 125.12.

Subd. 10. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 11. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

Subd. 12. A teacher who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 13. A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the child care leave.

Subd. 14. A teacher on child care leave will be sent a contract from the personnel office by certified mail according to the following schedule:

- a. When the return date of said leave is intended to coincide with the opening of school, notification shall be given by April 1.
- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year

The teacher shall lose all re-employment rights if the teacher refuses or fails to return the contract by certified mail within ten (10) days.

Section 7. Adoption Leave: A teacher may, upon request, be granted a leave for the adoption of a child.

Subd. 1. A teacher making application for adoption leave shall inform the director of personnel in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 2. The school district may adjust the proposed beginning or ending date of an adoption leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year or the like.

Subd. 3. In making a determination concerning the commencement and duration of an adoption leave, the School Board shall not in any event, be required to:

- a. Grant any leave more than twelve (12) months in duration
- b. Permit the teacher to return to his/her employment prior to the date designated in the request for adoption leave

Subd. 4. A teacher returning from adoption leave shall be re-employed in a position for which he/she is licensed unless previously discharged or placed on unrequested leave.

Subd. 5. Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the school district and the teacher mutually agree to an extension of the leave.

Subd. 6. The parties agree that the applicable periods of probation for the teacher as set forth in Minnesota Statutes are intended to be periods of actual service enabling the school district to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on adoption leave shall not be counted in determining the completion of the probationary period.

Subd. 7. A teacher who returns from adoption leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for adoption leave.

Subd. 8. A teacher on adoption leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the adoption leave.

Subd. 9. A teacher on adoption leave will be sent a contract from the personnel office by certified mail according to the following schedule:

- a. When the return date of said leave is intended to coincide with the opening of school, notification shall be given by April 1.

- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year

The teacher shall lose all re-employment rights if the teacher refuses or fails to return the contract by certified mail within ten (10) days.

Section 8. Organizational Leave: The Osseo Federation of Teachers Organization may be granted thirty (30) days leave per year to conduct the business of the organization. If used, these days will be designated by the organization president and in no instance shall any one individual be granted more than five (5) days. The cost of these days shall be deducted from the individual's salary in the amount equal to the substitute rate of pay. Request for such leave shall be made to the director of personnel at least three (3) days in advance and will state the reason for the proposed leave.

Section 9. Negotiation Leave: Six (6) members of the OFT's Negotiations Council may be granted three (3) days leave per year for the conduct of direct negotiations with the School Board representative. Such days shall be scheduled with the mutual consent of the School Board representatives. There shall be no pay deduction for these days granted.

Section 10. Long-Term Leave: Full-time certified teachers with a minimum of three (3) years of experience in the school district may apply for an unpaid leave of absence.

Subd. 1. Leave may be granted for a period of time up to one (1) year.

Subd. 2. A teacher on an approved leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the approved leave.

Subd. 3. A teacher on approved leave shall retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the teacher is on leave.

Subd. 4. Consideration for granting long-term leaves will be given for:

Education
Health
Re-Training

Election to Political Office
Approved Travel

Subd. 5. Requests for leaves must be made at least thirty (30) days in advance except in emergencies and submitted to the director of personnel for his/her recommendation. Final approval will be made by the School Board.

The number of staff on approved leave at any given time shall not exceed two percent (2%) of the total certified teaching staff.

Subd. 6. A teacher on long-term leave will be sent a contract from the personnel office by certified mail according to the following schedule:

- a. When the return date of said leave is intended to coincide with the opening of school, notification shall be given by April 1.
- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year

The teacher shall lose all re-employment rights if the teacher refuses or fails to return the contract by certified mail within ten (10) days.

Section 11. Short-Term Leaves (Ten (10) Days or Less): Full-time certified teachers may apply for short-term leave of absence.

Subd. 1. Short-term leave shall be without pay.

Subd. 2. Short-term leave may be granted for not more than ten (10) working days during the period of this contract.

Subd. 3. Requests for short-term leave shall be made five (5) days in advance except in the case of emergencies. The request shall clearly state the reason for the leave.

Any special conditions or arrangements established by the administrator for a short-term leave, shall be in writing to the individual requesting the leave. All conditions established must be met to be eligible for the leave.

Subd. 4. Short-term leave may be granted only in special circumstances and must be approved by the director of personnel.

Subd. 5. Short-term leave shall normally be available no more than once every year.

Subd. 6. The number of staff on short-term approved leave at any given time shall not exceed one and one-half percent (1-1/2%) of the total certified teaching staff.

Section 12. Peace Corps/Federal Program: Teachers enlisting in the Peace Corps or other federal programs may be granted leaves of absence of up to two (2) years. Any time spent on said leave will not count as experience on the salary schedule.

Subd. 1. Leave may be granted for a period of time up to two (2) years.

Subd. 2. A teacher on an approved leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the teacher wishes to retain, commencing with the beginning of the approved leave.

Subd. 3. A teacher on approved leave shall retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the teacher is on leave.

Subd. 4. Requests for leaves must be made at least thirty (30) days in advance except in emergencies and submitted to the administrator in charge for his/her recommendation. Final approval will be made by the School Board.

The number of staff on approved leave at any given time shall not exceed four (4) people.

Subd. 5. A teacher on Peace Corps/federal program leave will be sent a contract from the personnel office by certified mail according to the following schedule:

- a. When the return date of said leave is intended to coincide with the opening of school, notification must be given by April 1.
- b. At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year

The teacher shall lose all re-employment rights if the teacher refuses or fails to return the contract by certified mail within ten (10) days.

Section 13. Religious Holiday Leave: Teachers may be granted up to three (3) days of religious holidays. Teachers must make application, giving full particulars, to the personnel office at least three (3) days prior to the religious holiday. Upon approval, the personnel office will notify the teacher's immediate supervisor to make the necessary arrangements allowing the teacher to make up the days at some other prearranged time. However, a teacher may utilize provisions outlined in Section 4, Personal Leave, if so desired. If the teacher chooses none of the options as outlined herein, leave may be granted with full loss of pay.

Section 14. Extended Leave of Absence:

Subd. 1. Pursuant to Minnesota Statutes 125.60, 354.094 and 354A.091, the School Board may grant an extended leave of absence of at least three (3) years but no more than five (5) years. However, the granting of extended leaves of absence is purely within the discretion of the School Board and the School Board reserves the right to refuse to grant any and all extended leaves, if, in the judgment of the School Board, such leaves should not be granted.

Subd. 2. The School Board will consider the granting of extended leaves only under the conditions as they are described in M.S. 125.60, 354.094 and 354A.091 as of the date of this agreement.

Subd. 3. Teachers must have a minimum of ten (10) consecutive years of full-time teaching service in the district to be eligible for extended leave of absence.

Subd. 4. Requests for extended leaves of absence must be submitted to the director of personnel by April 1, of the year preceding the school year for which the extended leave would commence.

Section 15. Unrequested Leave of Absence:

Subd. 1. The School Board may place on unrequested leave of absence such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes. Such leave of absence shall continue for a period of five years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if the teacher fails to file with the School Board by March 1st of any year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School Board.

Subd. 2. Teachers placed on such leave shall receive notice by June 1 of the school year prior to the commencement of such leave with reasons therefore.

Subd. 3. Unrequested leave of absence and recall shall be in accordance with M.S. 125.12, 6b.

Section 16. Eligibility for Leave and Absence Benefits: Full-time teachers who are paid under Schedules A and B are eligible for leave and absence benefits. Unless specifically provided for in this article, leave and absence benefits are not applicable to summer assignments.

**ARTICLE X
PART-TIME AND HOURLY RATE TEACHERS**

Section 1. Health Insurance: Contracted teachers working less than thirty-two (32) hours per week and tutors/supplemental teachers who have scheduled building assignments on a daily basis shall be eligible to purchase the School Board's basic group health and hospitalization program (HMO's are excluded) subject to conditions established by the carrier. The full cost of the plan shall be borne by the teacher and paid by payroll deduction.

Section 2. Life Insurance: The School Board shall pay a sum of \$2.04 per year which represents full premium for each \$1,000 coverage for group term life insurance for each contracted teacher working less than thirty-two (32) hours per week and tutors/supplemental teachers who have scheduled building assignments on a daily basis who qualify for and

enroll in the existing group term life insurance plan of the School Board. The amount of life insurance provided shall be \$10,000, subject to the conditions of the carrier.

Section 3. Supplemental Group Term Life Insurance: Contracted teachers working less than thirty-two (32) hours per week and tutors/supplemental teachers who have scheduled building assignments on a daily basis shall have the option, subject to the conditions established by the School Board's carrier for group term life insurance as provided in Section 2, to purchase supplemental group term life insurance in the amount of \$10,000.

Section 4. Leaves of Absence: Contracted teachers working less than thirty-two (32) hours per week and tutors/supplemental teachers who have scheduled building assignments on a regular basis shall be eligible for leave and absence benefits. Sick leave and personal leave shall accrue at the same rate as outlined in Article IX, Section 1 and 4. The definition of "a day" will be equal to the amount of time for which the teacher is employed. If there is a change of status, (full-time to part-time or part-time to full-time), the accrued days will follow the teacher and be equal in value to the teacher's new status.

Section 5. Salary and Rates of Pay:

Subd. 1. Contracted teachers working less than thirty-two (32) hours per week shall be paid according to Schedule A for 1991-92 and Schedule B for 1992-93.

Subd. 2. Tutor/supplemental teachers and other teachers paid on an hourly basis shall be paid according to Schedule D for 1991-92 and 1992-93.

**ARTICLE XI
HOURS OF SERVICE**

Section 1. Definitions: The normal work week is forty (40) hours. Teachers shall report for duty not less than twenty (20) minutes before the opening of school in the morning and shall remain twenty (20) minutes after school is dismissed. Teachers will be available for normal duties beyond these times if assigned by the principal.

Section 2. Pupil Supervision: The normal duties include a reasonable share of extracurricular, co-curricular and supervisory activities, as determined by the principal, superintendent, or School Board. In addition to the basic school day or week, teachers may be required by the School Board or its designated representatives to participate in school activities.

Section 3. Professional Responsibilities: Normal duties include meetings called by principals, department chairpersons and central administrative staff which may necessitate a longer teacher's day or week. Moreover, an important function of a teacher is to work with students on an individual basis and, to accomplish this, a longer teacher's day or week may be necessary.

Section 4. Duty Free Lunch Period: Each teacher shall have a duty free lunch period of approximately thirty (30) minutes.

ARTICLE XII LENGTH OF THE SCHOOL YEAR

Section 1. Teacher Duty Days: The number of teacher duty days shall be 184 for the 1991-92 school year and 186 for the 1992-93 school year. In subsequent years, pursuant to M.S. 126.12, the School Board shall, prior to April 1, of each odd-numbered school year, establish the number of school days and teacher duty days for each of the next two (2) school years, and the teacher shall perform services on those days as determined by the School Board including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority, has determined to conduct school.

Section 2. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the School Board reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the School Board or its designated representative shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the School Board may modify the duty day or duty week, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day, but the total weekly hours not more than the regular five (5) day week.

Subd. 3. In the event that teacher duty days are not scheduled for the regular duty year, due to a work stoppage, the teacher's compensation shall be reduced pro rata of the teacher's basic salary.

Section 3. Meet and Confer: Prior to adjusting the calendar, duty day, or duty week in Section 2 hereof, the School Board shall afford the exclusive representative the opportunity to meet and confer on such matters.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative:

- a. The teacher, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.
- b. The OFT may be represented at any level of the grievance procedure.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as any week day not designated as a holiday by the school district. During the summer break period a working day is defined as any week day not designated as a holiday by the school district.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 5. Decisions: All decisions rendered, with the exception of decisions rendered at Level 1 of this grievance procedure, shall be in writing setting forth the decisions and will be transmitted to all parties of interest and to the OFT.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Such grievances must be filed in writing first with the principal or supervisor and the personnel department. The personnel department will forward a copy of the written grievance to the OFT. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School Board's designee.

Section 5. Adjustment of Grievances: Any written grievance submitted shall be with the consent of the OFT. A teacher filing a written grievance without the consent of the OFT shall bear all costs of the grievance. Any decision on any grievance at any level without the presence of the OFT shall have no bearing on this Agreement nor shall it set any precedent on this Agreement, or on any future grievance so filed with the consent of the OFT. The School Board, the teacher, and the OFT's representative shall attempt to adjust grievances which may arise during the course of employment of any teacher within the school district in the following manner.

Subd. 1. Informal Discussions: Before a written grievance is submitted, informal discussions shall take place between the aggrieved party, the principal or supervisor and the OFT representative. Through these discussions the parties shall attempt to resolve the problem.

Subd. 2. Level I: If the grievance is not resolved through informal discussions, the aggrieved party may submit the grievance in writing to the principal or supervisor. A copy of such written grievance must simultaneously be filed with the personnel department. The principal or immediate supervisor shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 4. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after the receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. Failure to agree upon the arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within a time schedule mutually agreed to. Decisions and awards by the arbitrator in cases properly before him/her shall be final and binding upon the parties subject, however, to the limitations of the arbitration decisions as provided in the PELRA of 1971, as amended.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share, equally, fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript or recording shall be borne by the party requesting it.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to manage efficiently and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. General:

Subd. 1. Reprisals: No reprisals of any kind will be taken by the School Board or by any member of the administration against any aggrieved person, any representative of an aggrieved person, or any other participants in the grievance procedure by reason of such participation.

Subd. 2. Teacher Rights: Nothing herein shall be construed to limit, impair or affect the right of any teacher, or group of teachers, as provided in state statutes.

ARTICLE XIV DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 1993, and thereafter until modifications are made pursuant to the PELRA. In the event a successor agreement is not entered into prior to the commencement of school in 1993, a teacher shall be compensated according to the last individual contract executed between the teacher and the school district until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 1993, it shall give written notice of such intent no later than April 1, 1993, including complete language and detail of proposed changes.

If such notice is not served, the school district shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the OFT representing the teachers

of Independent School District 279. The provisions herein relating to the terms and conditions of employment, supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. All matters not covered by this Agreement are hereby reserved to the School Board.

Section 3. Finality: Any matters relating to the current contract term whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except as provided in Article XIV, Section 5.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

Section 5. Savings Clause: Any provision of this Agreement found to be in violation of any applicable laws, rules, regulations, directives or orders shall be subject to renegotiation insofar as any provision is in violation of such applicable laws, rules, regulations, directives or orders.

BOARD OF EDUCATION
DISTRICT 279
SCHEDULE A
1991-92 SCHEDULE

Step	I BA	II BA+15	III BA+30	IV BA+45*	V MA	VI MA+15	VII MA+30	VIII MA+45
2	22589	22609	23403	24146	26506	27270	28002	28735
3	22935	23576	24370	25102	27717	28531	29284	30047
4	23790	24553	25346	26201	28999	29834	30638	31401
5	24675	25530	26354	27341	30271	31167	31991	32744
6	25570	26506	27412	28531	31604	32510	33354	34118
7	26466	27493	28511	29752	32998	33884	34759	35522
8	27392	28511	29610	31045	34402	35298	36163	36967
9	28328	29549	30739	32327	35847	36712	37577	38442
10	29264	30607	31930	33721	37313	38238	39327	40314
****	29504	30847	32170	33961	37553	38478	39567	40554
11	30353	31757	33151	35155	38991	39999	41138	42227
****	30593	31997	33391	35395	39231	40239	41378	42467
12	31574	33019	34474	36610	40691	41841	43011	44171
****	31874	33319	34774	36910	40991	42141	43311	44471
13	33143	34671	36199	38430	42735	43923	45162	46380
****	33443	34971	36499	38730	43035	44223	45462	46680
**17	33701	35270	36788	39039	43324	44521	45760	46979
****	34001	35570	37088	39339	43624	44821	46060	47279
**21	34310	35859	37397	39638	43923	45131	46370	47784
****	34670	36219	37757	39998	44283	45491	46730	48144
**26	34704	36256	37798	40044	44339	45550	46792	48210
****	35064	36616	38158	40404	44699	45910	47152	48570

* MA Out of Field

Any faculty member with less than a BA degree shall be paid \$24,675.

** Experience step to be granted after 16 years, 20 years, and 25 years of contracted teaching experience in the district. Recognition will be given only if the experience was earned by placement on this salary schedule.

****These figures include the value of the School Board's contribution to the Minnesota State Deferred Compensation Program (Section 457) as contained in Article VII, Section 7.

BOARD OF EDUCATION
DISTRICT 279
SCHEDULE B
1992-93 SCHEDULE

Step	I BA	II BA+15	III BA+30	IV BA+45*	V MA	VI MA+15	VII MA+30	VIII MA+45
2	22928	22949	23754	24508	26904	27679	28422	29166
3	23279	23930	24735	25479	28133	28960	29724	30498
4	24147	24921	25727	26594	29435	30281	31097	31872
5	25045	25913	26749	27751	30726	31634	32471	33235
6	25954	26904	27823	28960	32079	32998	33855	34630
7	26863	27906	28939	30199	33493	34392	35280	36055
8	27803	28939	30054	31511	34919	35828	36705	37521
9	28753	29992	31201	32812	36385	37263	38141	39019
10	29703	31066	32409	34227	37873	38812	39917	40919
****	29943	31306	32649	34467	38113	39052	40157	41159
11	30808	32233	33648	35683	39577	40599	41756	42861
****	31048	32473	33888	35923	39817	40839	41996	43101
12	32048	33514	34991	37160	41301	42468	43656	44834
****	32348	33814	35291	37460	41601	42768	43956	45134
13	34054	35624	37194	39487	43910	45131	46404	47655
****	34354	35924	37494	39787	44210	45431	46704	47955
**17	34628	36240	37800	40113	44515	45745	47018	48271
****	34928	36540	38100	40413	44815	46045	47318	48571
**21	35254	36845	38425	40728	45131	46372	47645	49098
****	35614	37205	38785	41088	45491	46732	48005	49458
**26	35745	37344	38932	41245	45669	46917	48196	49656
****	36105	37704	39292	41605	46029	47277	48556	50016

* MA Out of Field

Any faculty member with less than a BA degree shall be paid \$25,954.

** Experience step to be granted after 16 years, 20 years, and 25 years of contracted teaching experience in the district. Recognition will be given only if the experience was earned by placement on this salary schedule.

****These figures include the value of the School Board's contribution to the Minnesota State Deferred Compensation Program (Section 457) as contained in Article VII, Section 7.

SCHEDULE C
1991-93 EXTRA-CURRICULAR SALARY

The salaries for extra-curricular activities of the schools will be paid according to the following schedules. Each point will be compensated at \$85 per point on Step 1; Step 2 and Step 10 will each receive a 5% increase. Assistant positions will receive a salary based on a .75 factor of the point/salary. A change in season length will affect points given in schedules.

The extended season compensation plan will be paid at 4% and 6% payment per level of competition.

I. SENIOR HIGH ATHLETIC ACTIVITIES:

Cost Factor: <u>\$85</u>		<u>Head Values</u> -----			<u>Assistant Values</u> ----		
	<u>Points</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 10*</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 10*</u>
Basketball	51.2	4352	4570	4787	3264	3427	3590
Football	44.8	3808	3998	4189	2856	2999	3142
Hockey	44.8	3808	3998	4189	2856	2999	3142
Wrestling	41.6	3536	3713	3890	2652	2785	2917
Gymnastics	41.6	3536	3713	3890	2652	2785	2917
Swimming	36.4	3094	3249	3403	2320	2437	2553
Track	36.0	3060	3213	3366	2295	2410	2524
Baseball	36.0	3060	3213	3366	2295	2410	2524
Softball	36.0	3060	3213	3366	2295	2410	2524
XCountry Ski	33.6	2856	2999	3142	2142	2249	2356
Volleyball	36.0	3060	3213	3366	2295	2410	2524
Golf	31.2	2652	2785	2917	1989	2088	2188
Soccer	28.0	2380	2499	2618	1785	1874	1964
Sync Swimming	28.0	2380	2499	2618	1785	1874	1964
Cross Country	26.0	2210	2320	2431			
Adaptive	25.2	2142	2249	2356	1606	1687	1767
Cheerleading	24.0	2040	2142	2244	1530	1606	1683
Danceline	24.0	2040	2142	2244	1530	1606	1683
Tennis	23.4	1989	2088	2188	1492	1566	1641

* Experience step to be granted after ten (10) years of experience in the same sport/activity at the same level (i.e., Senior High Basketball).

NOTE: Any person who was "grand-fathered" during the 1989-91 contract shall continue to be "grand-fathered" if scheduled amounts above are less than the "grand-fathered" amounts.

II. SENIOR HIGH ACTIVITIES AND ELEMENTARY ACTIVITIES:

Cost Factor: \$85		Head Values-----			Assistant Values-----		
	Points	Step 1	Step 2	Step 10*	Step 1	Step 2	Step 10*
Arena Manager	42.9	3646	3829	4011			
Equipment Mgr	42.9	3646	3829	4011			
Summer March Band	40.0	3400	3570	3740	2550	2678	2805
Debate	37.8	3213	3374	3534	2410	2530	2651
Three Act Play	33.6	2856	2999	3142	2142	2249	2356
Auditorium Manager	29.9	2542	2669	2796			
Newspaper Advisor-PCSH	28.6	2431	2553	2674			
Newspaper Advisor-OSH	18.6	1581	1660	1739			
Musical/Dir	28.5	2422	2544	2665			
Musical/Voc Director	28.5	2422	2544	2665			
Student Govt	23.8	2023	2124	2225	1517	1593	1669
One Act Play	21.0	1785	1874	1964			
Drivers Educ	20.8	1768	1856	1945			
Declamation/Speech	20.4	1734	1821	1907	1300	1366	1431
Annual	19.2	1632	1714	1795			
Vocal Music Director	18.2	1547	1624	1702			
Band Director	18.2	1547	1624	1702			
Musical/Orch Director	16.0	1360	1428	1496			
Musical/Tech Director	16.0	1360	1428	1496			
Orchestra	15.4	1309	1374	1440			
Mock Trial	13.2	1122	1178	1234			
Drama Club	12.6	1071	1125	1178			
Winter Pep Band	11.2	952	1000	1047			
Fall Pep Band	11.2	952	1000	1047			
National Honor Soc	9.1	774	812	851			
Class Advisor	9.1	774	812	851			
Clubs/Academic	8.4	714	750	785			
Literary Mag	8.4	714	750	785			
OM/Prob Solv	11.7	994	1044	1094			

II. SENIOR HIGH ACTIVITIES AND ELEMENTARY ACTIVITIES--CONTINUED:

Cost Factor: <u>\$85</u>		<u>Head Values</u> -----			<u>Assistant Values</u> -----		
	<u>Points</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 10*</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 10*</u>
Elem Select							
Choir Dir	15.0	1275	1339	1402			
School Patrol	11.5	978	1026	1075			
Elem OM/Prob							
Solving	11.7	994	1044	1094			
Elem Select							
Choir Accomp	8.4	714	750	785			
Dist Spelling							
Bee Coord	8.4	714	750	785			
Elem Band	6.2	527	553	580			
Elem Vocal	6.2	527	553	580			
Elem Orchestra	6.2	527	553	580			

*Experience step to be granted after ten (10) years of experience in the same sport/activity at the same level (i.e., Senior High Debate).

NOTE: Any person who was "grand-fathered" during the 1989-91 contract shall continue to be "grand-fathered" if scheduled amounts above are less than the "grand-fathered" amounts.

III. JUNIOR HIGH ATHLETIC AND NON-ATHLETIC ACTIVITIES:

Cost Factor: \$85 Head Values-----

	<u>Points</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 10*</u>
Athletic Dir	30.7	2610	2740	2870
Football	20.5	1742	1830	1917
Basketball	20.5	1742	1830	1917
Gymnastics	20.5	1742	1830	1917
Wrestling	20.5	1742	1830	1917
Softball	19.2	1632	1714	1795
Swimming	17.9	1521	1598	1674
Volleyball	19.2	1632	1714	1795
Equip Mgr	18.7	1590	1669	1748
Track	16.8	1428	1499	1571
Sync Swim	15.7	1334	1401	1468
Annual	15.7	1334	1401	1468
Cheerleading	15.4	1309	1374	1440
Tennis	14.6	1241	1303	1365
Golf	14.6	1241	1303	1365
Cross Country	14.6	1241	1303	1365
Student				
Council	13.4	1139	1196	1253
OM/Problem				
Solving	11.7	994	1044	1094
Operetta				
Director	9.6	816	857	898
Drama	9.6	816	857	898
Debate	9.6	816	857	898
Play Director	9.6	816	857	898
Newspaper	9.6	816	857	898
Photo Club	9.6	816	857	898
Academic Club	9.6	816	857	898
Special				
Activities	9.6	816	857	898
Vocal	9.0	765	803	842
Band	9.0	765	803	842
Orchestra	9.0	765	803	842

* Experience step to be granted after ten (10) years of experience in the same sport/activity at the same level (i.e., Junior High Basketball).

NOTE: Any person who was "grand-fathered" during the 1989-91 contract shall continue to be "grand-fathered" if scheduled amounts above are less than the "grand-fathered" amounts.

IV. BUILDING COMPUTER SPECIALISTS:

All building level computer specialists will be compensated based on points as follows: Ten (10) points, plus one (1) additional point awarded for every 300 students in the building. Compensation will be based on total points multiplied by \$85 per point. There will be no experience factor in building computer specialists' compensation.

SCHEDULE D COMPENSATION FOR MISCELLANEOUS ASSIGNMENTS 1991-93

a) Extra Time:

- 1) Summer school teaching (max. 4 hours/day).....\$18.00
- 2) Summer school instrumental instruction.....18.00
- 3) Homebound teaching.....18.00
- 4) Adult education teaching (classes requiring licensure).18.00
- 5) Writing teams/summer writing teams (max. 5 hours/day)..18.00
- 6) Special assignments.....17.50
- 7) Driver education instruction.....17.50

b) Extended Time: Teachers may be assigned extended time in their regular duties beyond the school year. All positions of extended time shall be paid at pro rata pay.

c) District Level Resource Teachers: Each district level resource teacher shall receive extra compensation based on 33.5 points, as determined by the extra-curricular/co-curricular formula at \$85 per point.

Step 1

\$2848

Step 2

\$2990

Step 10*

\$3139

*Experience step to be granted after ten (10) years of experience as a resource teacher.

d) Special Areas (Hourly Assignment):

- 1) Licensed SLBP/hearing impaired tutors/special education..\$18.50
- 2) Chapter I/Supplemental teaching/Alternative education.....18.25

e) Instructional Assistants: Each instructional assistant shall receive extra compensation based on 13.05 points at \$85 per point or \$1,109 compensation.

SCHEDULE E
SALARIES OF DEPARTMENT CHAIRPERSONS/ELEMENTARY TEAM LEADERS
1991-92 and 1992-93

Section 1. Secondary chairpersons and elementary team leaders shall be compensated based on points as follows: Eight (8) points paid at the rate of \$85 point plus \$40 for each full-time equivalency (FTE) member in their department or on their team.

Section 2. Determination of departments and teams shall be as follows:

Elementary Schools

The number of teams per elementary building shall be based on established guidelines.

Junior High Schools

Art	Media
Guidance	Music
Home Economics	Physical Education
Industrial Arts	Science
Language Arts	Social Studies
Mathematics	Special Education

Senior High Schools

Alternative Program	Language Arts
Art	Mathematics
Business Education	Media
Cooperative Program	Music
Foreign Language	Physical Education
Guidance	Science
Home Economics	Social Studies
Industrial Arts	Special Education



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*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

JULY 15, 1991

FEB 13 1992 *un*

Director of Administration
INDEPENDENT SCHOOL DISTRICT NO 279
11200 93rd Avenue *North*
Maple Grove, MN. 55369

PREVIOUS AGREEMENT EXPIRED
JUNE 29, 1991

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Osseo Minn Indep Sch Dist No 279 Teachers LU 1212 WITH TEACHERS MINNESOTA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1185
2. Number and location of establishments covered by agreement 28
3. Product, service, or type of business EDUCATION
4. If your agreement has been extended, indicate new expiration date _____

Richard D. Oxenford, Director of Administration

(612) 425-4131 X 650

Your Name and Position

Area Code/Telephone Number

11200 - 93rd Avenue North

Maple Grove, MN 55369

Address

City/State/ZIP Code